

**IN THE UNITED STATES COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

EDUARDO ROSARIO

Plaintiff

Civil Action No. 19-cv-2222

v.

ALEX TORRES PRODUCTIONS, INC.

Defendant

FILED
SEP 03 2019
KATE BARKMAN, Clerk
By _____ Dep. Clerk

ANSWERS TO COMPLAINT CIVIL CASE

The Defendant, Alex Torres Productions, Inc ("Torres") in answering the allegations of the Complaint on file herein, affirms, denies and alleges as follows:

1. Agreed
2. Agreed
3. Agreed
4. Agreed

FACTUAL ALLEGATIONS

5. Agreed
6. Agreed
7. Agreed
8. Agreed
9. Denied. Defendant, Red Wine, did not hired Defendant, Torres, to promote the comedy show.

Defendant, Red Wine, provided it facilities to be used at no cost.

10. Agreed and in part denied Red Wine, failed to communicate in advanced the fact that the location where the comedy show was to be held did not comply with the Americans with Disabilities Act of 1990.

11. Agreed and in part denied. Plaintiff purchased a ticket to the comedy show, but did not confirm directly with Defendant, Torres, if Red Wine Restaurant was accessible to persons with a wheelchair.
12. Agreed and in part denied. As owner of the location, Red Wine, controls and manages the facilities.
13. Agreed
14. Agreed
15. Neither admitted or denied because I do not have enough information to know the truth of the matter
16. Agreed
17. Agreed
18. Agreed and in part denied. It is the responsibility of Defendant, Red Wine, to comply with ADA's minimum accessibility requirements for commercial facilities. Defendant, Torres does not own, rent or operate the Red Wine Restaurant.
19. Agreed and in part denied. It is the responsibility of Defendant, Red Wine, to comply with ADA's minimum accessibility requirements for commercial facilities
20. Agreed
21. Agreed
22. Agreed and in part denied. It is the responsibility of Defendant, Red Wine, to comply with ADA's minimum accessibility requirements for commercial facilities
23. Agreed
24. Agreed and in part denied. It is the responsibility of Defendant, Red Wine, to comply with ADA's minimum accessibility requirements for commercial facilities
25. Agreed
26. Neither admitted or denied because I do not have enough information to know the truth of the matter
27. Neither admitted or denied because I do not have enough information to know the truth of the matter
28. Neither admitted or denied because I do not have enough information to know the truth of the matter

29. Agreed

30. Agreed and in part denied. The Red Wine, is responsible to comply with ADA's laws and regulations as well as those of The Pennsylvania Human Relations Act and applicable provisions.

31. Agreed

FIRST CAUSE OF ACTION

VIOLATION OF THE AMERICAN WITH DISABILITIES ACT.

32. Defendant, Torres, does not know or have enough information to form a belief as to whether the allegations are true

33. Agreed

34. Agreed

35. Agreed

36. Agreed

37. Agreed and in part denied. Defendant, Red Wine, is responsible for removing architectural barriers and/or alter its facilities in order to make the readily accessible to people with disabilities.

38. Denied. Defendant, Torres, was responsible for selling tickets and presenting the comedy show.

SECOND CAUSE OF ACTION

VIOLATION OF THE PENNSYLVANIA HUMAN RELATIONS ACT. 43P.S. 951-963

39. Defendant, Torres, does not know or have enough information to form a belief as to whether the allegations are true

40. Agreed

41. Agreed

42. Agreed and in part denied. Defendant, Torres, does not own, rent or operate the Red Wine Restaurant.

43. Agreed and in part denied. Defendant, Torres, does not own, rent or operate the Red Wine Restaurant.

44. Agreed and in part denied. Defendant, Torres, does not own, rent or operate the Red Wine Restaurant.

45. Agreed and in part denied. Defendant, Torres, does not own, rent or operate the Red Wine Restaurant.

46. Agreed

47. Agreed and in part denied. Defendant, Torres, is not the owner of the Red Wine.

48. Defendant, Torres, does not know or have enough information to form a belief as to whether the
allegations are true

49. Agreed and in part denied. Defendant, Torres, is not the landlord or owner of the Red Wine.

50. Agreed

51. Agreed

52. Agreed and in part denied. Defendant, Torres, does not own, rent or operate the Red Wine Restaurant.

53. Defendant, Torres, does not know or have enough information to form a belief as to whether the
allegations are true.

54. Defendant, Torres, does not know or have enough information to form a belief as to whether the
allegations are true.

55. Agreed and in part denied. Defendant, Torres, does not own or operate the Red Wine.

DEFENSE

Defendant, Torres had never been or visited the Red Wine before February 10, 2019. Torres was under the impression that the Red Wine was compliant ADA's laws and regulations. Red Wine failed to notified Defendant, Torres that the location was not wheelchair accessible.

Defendant, Torres found out that the Red Wine was not wheelchair accessible when he arrived at the Red Wine 90 minutes before show time. Defendant, Torres is not responsible for making structural changes to the Red Wine because he is not the owner, landlord or operates the Red Wine. At no time did Defendant, Torres acted with malice. He tried to resolve the situation after the Red Wine refused to help and offer a solution. Defendant, Torres refunded the Plaintiff's ticket money in cash, apologized and offered the only solution available at the time which was to carry the Plaintiff downstairs:

Defendant, Torres has two brothers that are handicap and a Bachelors Degree in Special Education and would not discriminate intentionally toward a handicap person.

Defendant, Torres homestead and primary market of business is in the state of Florida. This was the first and only time Torres has presented a show in Philadelphia.

Defendant, Torres respectfully request that he be dismiss as part of this civil complaint.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read 'Alex Torres', is written over the printed name.

ALEX TORRES
ALEX TORRES PRODUCTIONS, INC.

651 Weybridge Court
Lake Mary, Florida 32746
Defendant

Dated: August 30,
2019

**IN THE UNITED STATES COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

EDUARDO ROSARIO
Plaintiff

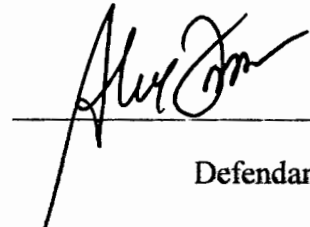
Civil Action No. 19-cv-2222

v.

ALEX TORRES PRODUCTIONS, INC.
Defendant

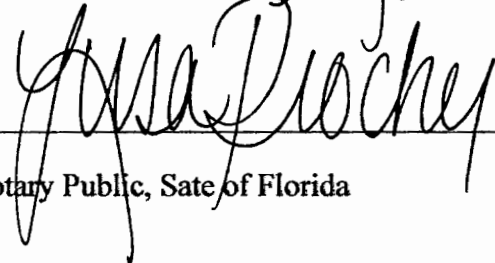
VERIFICATION

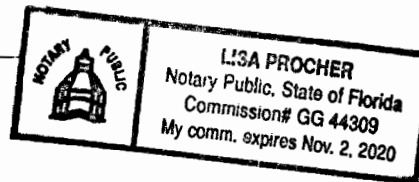
Personally appeared before me the undersigned who on oath states that the facts set forth in this Complaint are true and correct to the best of his knowledge and belief.


Defendant

Sworn and subscribed before me

This 30th day of August, 2019.


Notary Public, State of Florida



My commission Expires 11-2-2020

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EDUARDO ROSARIO
Plaintiff

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ALEX TORRES PRODUCTIONS, INC.
Defendant

FILED

SEP 03 2019


CERTIFICATE OF SERVICE

KATE BARKMAN, Clerk
By _____ Dep. Clerk

I hereby certify that I have this day served the foregoing ANSWER upon counsel for all parties by depositing a copy of the same in the mail in an envelope thereon address as follows:

Steven C. Feinstein
Optimum Law Group
242 Terrace Blvd. Suite D1
Voorhees, NJ 08043

This 30th day of August, 2019



Defendant

ALEX TORRES PRODUCTIONS, INC.
651 WEYBRIDGE COURT
LAKE MARY, FL. 32746

Phone: 321-215-1728

PRESS FIRMLY TO SEAL



1007



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 Alex Torres Productions
 651 Weybridge Ct
 Lake Mary, FL 32746

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PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage	
32746	8/31/19	\$ 25.50	
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
8/30/19	<input type="checkbox"/> 10:30 AM <input checked="" type="checkbox"/> 12 NOON <input type="checkbox"/> 3:00 PM	\$	\$
Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee
3:25 PM	\$	\$	\$
Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees	
\$	\$	\$ 25.50	
Weight	<input type="checkbox"/> Flat Rate	Acceptance Employee Initials	
4.7 lbs.		AM	

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

LABEL 11-B, MARCH 2019

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UNITED STATES



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FROM: (PLEASE PRINT) Alex Torres Productions 651 Weybridge Ct Lake Mary, FL 32746	PHONE (321) 215-1728
DELIVERY OPTIONS (Customer Use Only) <input type="checkbox"/> SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature, OR 2) Purchases additional insurance, OR 3) Purchases COD service, OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery. Delivery Options <input type="checkbox"/> No Saturday Delivery (delivered next business day) <input type="checkbox"/> Sunday/Holiday Delivery Required (additional fee, where available) <input type="checkbox"/> 10:30 AM Delivery Required (additional fee, where available) <small>*Refer to USPS.com or local Post Office for availability.</small>	
TO: (PLEASE PRINT) Clerk Office US District Court, Eastern Dt. of PA 601 Market St. Room 2609 Philadelphia, PA	PHONE (215) 597-7704
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- \$100.00 Insurance Included.

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USPS® Corporate Acct. No.		Federal Agency Acct. No. or Postal Service™ Acct. No.	
ORIGIN (POSTAL SERVICE USE ONLY)			
<input type="checkbox"/> 1-Day	<input type="checkbox"/> 2-Day	<input type="checkbox"/> Military	<input type="checkbox"/> DPO
PO ZIP Code 32746	Scheduled Delivery Date (MM/DD/YY) 8/31/19	Postage \$ 25.50	
Date Accepted (MM/DD/YY) 8/30/19	Scheduled Delivery Time <input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM <input checked="" type="checkbox"/> 12 NOON	Insurance Fee \$	COD Fee \$
Time Accepted 3:25	10:30 AM Delivery Fee \$	Return Receipt Fee \$	Live Animal Transportation Fee \$
Special Handling/Fragile \$	Sunday/Holiday Premium Fee \$	Total Postage & Fees \$ 25.50	
Weight 4.7 lbs.	Acceptance Employee Initials AM		
DELIVERY (POSTAL SERVICE USE ONLY)			
Delivery Attempt (MM/DD/YY) Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature		
Delivery Attempt (MM/DD/YY) Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature		

LABEL 11-B, MARCH 2019

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